TOWN OF WESTPORT, CONNECTICUT PERMIT BOND

| | BONG NO | |
|-----------------------------------------|---------------|---------|
| | for office us | se only |
| KNOW ALL MEN BY THESE PRESENTS: | | |
| THAT WE, | | of the |
| Town of | , County of | , and |
| State of Connecticut, as Principal, and | | , of |
| The Town of | , County of | |

State of Connecticut, as Surety, are held and firmly bound to the Town of Westport in the sum of <u>Ten Thousand Dollars (\$10,000)</u> for the payment of which we jointly and severally bind ourselves, our legal representatives, successors and assigns, firmly by these presents the said bond and surety to continue to be holden to the Town of Westport until consent to the cancellation thereof is given in writing by the Board of Selectmen of its authorized agent.

Whereas, the Principal has received or may, upon his/its application, receive from the Town of Westport (i) a "Sanitary Sewer Connection Permit" to connect to the Town owned sanitary sewer system and/or (ii) a "Road Opening Permit" to excavate in the streets and sidewalks of the Town and/or to otherwise perform work within the Town's right of way, or upon or within other Town owned property as is or may be more particularly specified in said permit(s) to which permit(s) reference is hereby made and is/are made a part hereof.

Whereas, the Principal agrees to conform to all laws, rules, regulations and restrictions of the Town of Westport in regard to the activities described in said permit including, but not limited to, the Regulations of the Westport Water Pollution Control Authority and Article II of Chapter 128 of the Code of the Town of Westport, Excavations.

NOW, THEREFORE, if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements specified in said permit(s), and shall well and truly save harmless and indemnify the Town of Westport from all damages and costs that the Town of Westport may suffer, be liable for, or be compelled to pay for any injuries or damages which may be caused by any action or work being carried on either by said Principal, his servants, agents or employees, under any permit(s) issued or which may be issued by the Town of Westport or its authorized agent, or by reason of negligence or violation of any law on the part of said Principal, his agents or employees, and shall further indemnify the Town of Westport for any expenses that the Town may suffer, be liable for, or be compelled to pay, in refilling openings or excavations, in removing guide railings, trees, stumps and other obstructions or restrictions, in replacing drainage involving driveways, and in restoring pavements or sidewalks opened or excavated by said Principal, his agents or employees, to its/their former condition, then this obligation shall be void; otherwise to remain in full force and effect.

| Any forbearance on the part of th | e Town of Westport | t shall not in any wa | ay release the Pri | incipal |
|-------------------------------------|--------------------|-----------------------|--------------------|---------|
| or Surety from liability hereunder. | | | | |

All of the provisions of the foregoing are to be subject to the present laws of the State of Connecticut and to any change, alteration or repeal of any existing laws as may be enacted by any future session of the Legislature of the State of Connecticut.

| Signed, sealed and delivered this | day of | , 20 |
|-----------------------------------|-----------|--------|
| | Principal | (L.S.) |
| By: | Surety | (L.S.) |
| This Bond Expires: | | |

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